UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO.	M	30186	YAT
CIVIL ACTION NO.		y 6 6	,

MORRIS/SWITZER ENVIRONMENTS FOR HEALTH, INC.)
Plaintiff,	ĺ
V.)) \
LOOMIS COMMUNITIES, INC. F/K/A))
LOOMIS VILLAGE, INC. AND LOOMIS)
COMMUNITIES,)
Defendants.)

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1441 and 1446, Defendant Loomis Communities, Inc. f/k/a Loomis Village, Inc. and Loomis Communities hereby files this Notice of Removal of the above-captioned lawsuit from the Hampshire Division of the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts, Hampshire County ("Hampshire Superior Court"), Civil Action No. 2005-00137A (the "State Court Action"), to the United States District Court for the District of Massachusetts. As grounds for this removal, Defendant states as follows:

- 1. This is an action for breach of contract, quantum meruit and mechanics lien over which this Court has jurisdiction by reason of the diversity of citizenship of the parties.
- 2. At all times relevant hereto and on June 30, 2005, when Plaintiff Morris/Switzer Environments for Health, Inc. commenced this action in Hampshire Superior Court, it has been a corporation organized and existing under the laws of the State of Vermont with a principal place of business in Williston, Vermont.

- 3. At all times relevant hereto and on June 30, 2005, when Plaintiff commenced this action in Hampshire Superior Court, the Defendant has been a corporation organized and existing under the laws of the Commonwealth of Massachusetts with a principal place of business in South Hadley, Massachusetts.
- 4. The matter in controversy exceeds, exclusive of costs and interest, the sum or value of \$75,000.00.
- 5. On July 21, 2005, Plaintiff served Defendant with the Summons, Civil Action Coversheet and Complaint, which constitutes all process, pleadings and orders served upon Defendant in the State Court Action, copies of which are attached hereto as Exhibit A.
- 6. This Notice of Removal is being filed within thirty (30) days after the Defendant's receipt of the Plaintiff's Summons, Civil Action Coversheet and Complaint and, therefore, is timely filed under 28 U.S.C. § 1446(b).
- 7. This Notice of Removal is being filed within one (1) year of the commencement of this action and, therefore, is timely filed under 28 U.S.C. § 1446(b).
- 8. Defendant will give written notice of the filing of this Notice of Removal, and a copy of this Notice of Removal will be filed with the Clerk of the Hampshire Superior Court, as required by 28 U.S.C. § 1446(d).
- 9. Pursuant to 28 U.S.C. § 1446(b) and Local Rule 88.1, Defendant hereby files certified copies of all docket entries from the State Court Action which are attached hereto as Exhibit B.

LOOMIS COMMUNITIES, INC. F/K/A LOOMIS VILLAGE, INC. AND LOOMIS COMMUNITIES,

By Their attorney,

Louis M. Ciavarra (BBO #546481) Thomas J. Conte (BBO # 566092) Bowditch & Dewey, LLP 311 Main Street P.O. Box 15156 Worcester, MA 01615-0156 (508) 926-3415

Date: August 12, 2005

CERTIFICATE OF SERVICE

I, Thomas J. Conte, hereby certify that on this **127** day of August, 2005, I served a copy of the foregoing by mailing same, postage prepaid, to the following:

John J. McNamara, Esquire Domestico, Lane & McNamara, LLP 161 Worcester Road Framingham, MA 01701

Thomas I Conte

COMMONWEALTH OF MASSACHUSETTS HAMPSHIRE, SS.

Superior Court Department of the Trial Court of the Commonwealth Civil Action

No. 05-137

Morris Switzer Environments for Health, Inc. Plaintiff (s)

٧.

SUMMONS

Loomis Communities, Inc. f/k/a Loomis Village, Inc. and

Loomis Communities

, Defendant (s)



To the above-named Defendant : Loomis Communities

You are hereby summoned and required to serve upon Eric Howard Esquire, plaintiff attorney, whose address is 161 Worcester Road, Framingham, MA 01701, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Northampton, either before service upon plaintiff attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff—which arises out of the transaction or occurrence that is the subject matter of the plaintiff—claim or you will thereafter be barred from making such claim in any other action.

Barbara J. Rouse
Witness, Strang XXXXX Verging Esquire at Northampton, the 19th
day of July
, in the year of our Lord two thousand and Five

CLERK-MAGISTRATE

NOTES

- 1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
- 2. When more than one defendant is involved, the names of all defendants should appear in the caption.

 If a separate summons is used for each defendant, each should be addressed to the particular defendant.
- 3. Circle type of action involved. Tort Motor Vehicle Tort Contract Equitable relief.

Morris/Switzer Environments for Healh, Inc. and Lomis Village, Inc. and Lomis	deseachusetts nt Department
Contract	es. Inc. t/k/a/
ace an x in one box only: 1.F01 Original Complaint 1.F02 Namoval to Sup.Ct. C.231,s.104 2.F02 Removal to Sup.Ct. C.231,s.104 (Before trial) (F) 3.F03 Retransfer to Sup.Ct. C.231,s.102C (X) TYPE OF ACTION AND TRACK DESIGNATION (See reverse side) ODE NO. TYPE OF ACTION (specify) TRACK ISTHIS A JURY CASE? ODE NO. TYPE OF ACTION (specify) TRACK ISTHIS A JURY CASE? ODE NO. TYPE OF ACTION (specify) TRACK ISTHIS A JURY CASE? ODE NO. TYPE OF ACTION (specify) TRACK ISTHIS A JURY CASE? ODE NO. TYPE OF ACTION (specify) TRACK ISTHIS A JURY CASE? ODE NO. TYPE OF ACTION (specify) TRACK ISTHIS A JURY CASE? ODE NO. TYPE OF ACTION (specify) TRACK ISTHIS A JURY CASE? ODE NO. TYPE OF ACTION (specify) TRACK ISTHIS A JURY CASE? ODE NO. TYPE OF ACTION (specify) TRACK ISTHIS A JURY CASE? ODE NO. TYPE OF ACTION (specify) TRACK ISTHIS A JURY CASE? ODE NO. TYPE OF ACTION (specify) TRACK ISTHIS A JURY CASE? ODE NO. TYPE OF ACTION (specify) TRACK ISTHIS A JURY CASE? ODE NO. TYPE OF ACTION (specify) TRACK ISTHIS A JURY CASE? ODE NO. TYPE OF ACTION (specify) TRACK ISTHIS A JURY CASE? (Attach additional sheets as necessary) TOTAL CLAIMS (Attach additional sheets as necessary) A TOTAL CLAIMS (Attach additional sheets as necessary) Mode a detailed description of claim(s): Brief description of plaintiff's Injury, including nature and extent of injury (describe) TOTAL CLAIMS (Attach additional sheets as necessary) ACTION TRACT CLAIMS (Attach additional sheets as necessary) Mode a detailed description of claim(s): Breach of Contract and Mechanics' Lien Under G.L. c. 254 TOTAL T	
ace an x in one box only: 1. FO1 Original Complaint 1. FO1 Original Complaint 2. FO2 Removal to Sup.Ct. C.231,s.104 (Before trial) (F) 3. FO3 Retreasfer to Sup.Ct. C.231,s.102C (X) TYPE OF ACTION AND TRACK DESIGNATION (See reverse side) DDE NO. TYPE OF ACTION (specify) TRACK Breach of Contract Mechanics' Lien Mechanics' Lien Mechanics' Lien TORT CLAIMS (Atlach additional sheets as necessary) Documented medical expenses to date: 1. Total hospital expenses 3. Total chiropractic expenses 3. Total chiropractic expenses 4. Total physical therapy expenses 5. Total other expenses (describe) Documented lost wages and compensation to date CONTRACT CLAIMS (Atlach additional sheets as necessary) Mile a detailed description of claim(s): Brief description of plaintiff's Injury, including nature and extent of injury (describe) TO CONTRACT CLAIMS (Atlach additional sheets as necessary) Atlach additional sheets as necessary) Atlach additional sheets as necessary) Atlach additional sheets as necessary Atlach additio	
DDE NO. TYPE OF ACTION AND TRACK DESIGNATION (See reverse side) TYPE OF ACTION (specify) TRACK IS THIS A JURY CASE? O1, A99	ipt relief from v.P. 601 00
Breach of Contract Mechanics' Lien Total Pool of the facts on which plaintiff anery damages. For this form, disregard double or trable damage claims; indicate at Total Claims TORT CLAIMS Catach additional sheets as necessary Documented medical expenses to date: Total hospital expenses Total chropactic expenses Total chropactic expenses Total chropactic expenses Total other expenses (describe) Documented lost wages and compensation to date Documented lost wages and compensation to date Documented property damages to date Reasonably articipated future medical and hospital expenses Reasonably articipated future medical expenses Reasonably articipated future medical expenses Reasonably articipated future medical and hospital expenses Reasonably articipated future medical expenses Reasonably articipated future medical and hospital expenses Reasonably articipated future medical and hospital expenses Reasonably articipated future medical and hospital expenses Reasonably articipated future m	per (v)
(Attach additional sheets as necessary) Documented medical expenses to date: 1. Total hospital expenses 2. Total Doctor expenses 3. Total oftropractic expenses 4. Total physical therapy expenses 5. Total other expenses (describe) Documented lost wages and compensation to date Documented property damages to date Reasonably articipated future medical and hospital expenses Reasonably articipated dist wages Other documented items of damages (describe) Brief description of plaintiff's injury, including nature and extent of injury (describe) TO CONTRACT CLAIMS (Attach additional sheets as necessary) Wide a detailed description of claim(s): Breach of Contract and Mechanics' Lien Under G.L. c. 254 TO EASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN DURT DEPARTMENT	relies to determine
1. Total hospital expenses 2. Total Doctor expenses 3. Total Doctor expenses 4. Total physical therapy expenses 5. Total other expenses (describe) Documented lost wages and compensation to date Documented property damages to date Reasonably articipated future medical and hospital expenses Reasonably articipated future medical and hospital expenses Reasonably articipated fish wages Other documented items of damages (describe) Brief description of plaintiff's injury, including nature and extent of injury (describe) CONTRACT CLAIMS (Attach additional sheets as necessary) Mide a detailed description of claim(s): Breach of Contract and Mechanics' Lien Under G.L. c. 254 TO EASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN DURT DEPARTMENT	une demandes outle
CONTRACT CLAIMS (Altach additional sheets as necessary) Mide a detailed description of claim(s): Breach of Contract and Mechanics' Lien Under G.L. c. 254 TO LEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN OURT DEPARTMENT Iteraby certify that I have compiled with the requirements of Rule 6 of the Supreme Judicial Colourte Resolution (S.IC Rule 1:18) mondays that	\$
CONTRACT CLAIMS (Altach additional sheets as necessary) Mide a detailed description of claim(s): Breach of Contract and Mechanics' Lien Under G.L. c. 254 TO LEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN OURT DEPARTMENT Iteraby certify that I have compiled with the requirements of Rule 6 of the Supreme Judicial Colonge Resolution (S.I.C. Rule 1:18) mondays that	\$
CONTRACT CLAIMS (Attach additional sheets as necessary) Mide a detailed description of claim(s): Breach of Contract and Mechanics' Lien Under G.L. c. 254 TO LEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN COUNTY DEPARTMENT I hereby certify that I have compiled with the requirements of Rule 6 of the Supreme Judicial College Resolution (S.I.C. Bule 118) mounted at the supreme Judicial College Resolution (S.I.C. Bule 118) mounted at the supreme Judicial College Resolution (S.I.C. Bule 118) mounted at the supreme Judicial College Resolution (S.I.C. Bule 118) mounted at the supreme Judicial College Resolution (S.I.C. Bule 118) mounted at the supreme Judicial College Resolution (S.I.C. Bule 118) mounted at the supreme Judicial College Resolution (S.I.C. Bule 118) mounted at the supreme Judicial College Resolution (S.I.C. Bule 118) mounted at the supreme Judicial College Resolution (S.I.C. Bule 118) mounted at the supreme Judicial College Resolution (S.I.C. Bule 1188) mounted at the supreme Judicial College Resolution (S.I.C. Bule 1188) mounted at the supreme Judicial College Resolution (S.I.C. Bule 1188) mounted at the supreme Judicial College Resolution (S.I.C. Bule 1188) mounted at the supreme Judicial College Resolution (S.I.C. Bule 1188) mounted at the supreme Judicial College Resolution (S.I.C. Bule 1188) mounted at the supreme Judicial College Resolution (S.I.C. Bule 1188) mounted at the supreme Judicial College Resolution (S.I.C. Bule 1188) mounted at the supreme Judicial College Resolution (S.I.C. Bule 1188) mounted at the supreme Judicial College Resolution (S.I.C. Bule 1188) mounted at the supreme Judicial College Resolution (S.I.C. Bule 1188) mounted at the supreme Resolution (S.I.C. Bule 1188) mounted at the supreme Judicial College Resolution (S.I.C. Bule 1188) mounted at the supreme Resolution (S.I.C. Bule 1188	
(Attach additional sheets as necessary) Mide a detailed description of claim(s): Breach of Contract and Mechanics' Lien Under G.L. c. 254 TO LEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN OURT: DEPARTMENT I hereby certify that I have compiled with the requirements of Rule 6 of the Supreme Judicial Co	\$ TAL \$
(Attach additional sheets as necessary) Middle a detailed description of claim(s): Breach of Contract and Mechanics' Lien Under G.L. c. 254 TO LEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN COUNTY DEPARTMENT I hereby certify that I have compiled with the requirements of Rule 6 of the Supreme Judicial Co	
Breach of Contract and Mechanics' Lien Under G.L. c. 254 TO LEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN OURT: DEPARTMENT Increby certify that I have complied with the requirements of Rule 6 of the Supreme Judicial Co	
LEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN OURT: DEPARTMENT I hereby certify that I have compiled with the requirements of Rule 6 of the Supreme Judicial Co	•
LEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN COURT: DEPARTMENT I hereby certify that I have complied with the requirements of Rule 6 of the Supreme Judicial Co	ŧ
hereby certify that I have complied with the requirements of Rule 6 of the Supreme Judicial Co	1,997,101.50 plus interest TAL S. Attorney Fee
I hereby certify that I have complied with the requirements of Rule 6 of the Supreme Judicial Co Repute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about cou rectution services and discuss with them the advantages and disadvantages of the various met	THE SUPERIOR
	ourt Uniform Fluies on urt-connected dispute thods,**
Signature of Attorney of Record S.C. H	
- August a constitut at the first and a second a second and a second a	_DATE: 6/29/05

Page 7 of 19

Case 3:05-cv-30186 Commonwealth of Massachusetts County of Hampshire The Superior Court

CIVIL DOCKET# HSCV2005-00137-A

RE: Morris/Switzer Environments for Health, Inc. v Loomis Communities, Inc. et al

TO:Eric A Howard, Esquire
Domestico Lane & McNamara
161 Worcester Road
The Meadows
Framingham, MA 01701

TRACKING ORDER - F TRACK

You are hereby notified that this case is on the fast (F) track as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION

DEADLINE

Service of process made and return filed with the Court Response to the complaint filed (also see MRCP 12) All motions under MRCP 12, 19, and 20 filed All motions under MRCP 15 filed All discovery requests and depositions completed All motions under MRCP 56 served and heard Final pre-trial conference held and firm trial date set	09/28/2005 11/27/2005 11/27/2005 11/27/2005 04/26/2006 05/26/2006 06/25/2006
Case disposed	08/24/2006

The final pre-trial deadline is <u>not the scheduled date of the conference</u>. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to session A sitting in CtRm 2-3rd fl at Hampshire Superior Court.

Dated: 06/30/2005

Harry Jekanowski, Jr. Clerk of the Courts

Location: CtRm 2- 3rd fl

Telephone: (413) 584-5810 ext. 287

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

SUPERIOR COURT C.A. No.

MORRIS/SWITZER ENVIRONMENTS

FOR HEALTH, INC.

Plaintiff,

V.

LOOMIS COMMUNITIES, INC. f/k/a

LOOMIS VILLAGE, INC. and

LOOMIS COMMUNITIES

COMPLAINT TO ENFORCE MECHANICS'LIEN UNDER G.L. c. 254

Morris/Switzer Environments for Health, Inc.

("Morris/Switzer") files this action to recover damages against the defendants, Loomis Communities, Inc. f/k/a Loomis Village, Inc. and Loomis Communities, for failing to pay for certain labor, materials and professional services provided by Morris/Switzer in connection with the design and construction of the residential development owned by Loomis on several parcels of land in the Town of South Hadley, Massachusetts, more particularly described in deeds recorded in the Hampshire County Registry of Deeds, Book 3842, Page 0107; Book 4511, Page 271; and Book 4635, Page 66. A description of the Property is attached as Exhibit "A" hereto. Morris/Switzer also seeks to establish its rights pursuant to G.L. c. 254, the Massachusetts

labor, material and professional services for the project entitled "Loomis Village" ("Project").

- 7. Morris/Switzer performed its contractual obligations on the Project.
- 8. Loomis has not paid Morris/Switzer the sum of \$1,997,101.50, leaving a balance due and owing of \$1,997,101.50.
- 9. Morris/Switzer recorded a Notice of Contract pursuant to G.L. c. 254, § 2 in the Hampshire County Registry of Deeds on April 8, 2005, Book 8217, Page 237. A true and accurate copy of the Notice of Contract is attached as Exhibit "B" hereto.
- 10. Morris/Switzer filed a Statement of Account, pursuant to G.L. c. 254, § 8 in the Hampshire County Registry of Deeds on April 29, 2005, Book 8240, Page 174. A true and accurate copy of the Statement of Account is attached as Exhibit "C" hereto.
- 11. Said Notice of Contract and Statement of Account were subsequently served upon Loomis.
- 12. A certified copy of this Complaint will be filed in the Hampshire County Registry of Deeds and served upon Loomis.
- 13. Morris/Switzer has satisfied all conditions precedent to maintain this action against Loomis.

COUNT I (Breach of Contract)

- 14. Morris/Switzer realleges and incorporates by reference the allegations in paragraphs 1 through 13 above as though expressly stated herein.
- 15. Morris/Switzer entered into a contract with Loomis to provide labor, materials and professional services to the Project.
- 16. Loomis breached its contract with Morris/Switzer by failing to pay the balance of monies due to Morris/Switzer.
- 17. Loomis is indebted to Morris/Switzer in the amount of \$1,997,101.50, plus interest, costs, and attorneys' fees.

COUNT II (Quantum Meruit)

- 18. Morris/Switzer realleges and incorporates by reference the allegations in paragraphs 1 through 17 above as though expressly stated herein.
- 19. At Loomis's request, Morris/Switzer provided labor, materials and professional services to the Project.
- 20. Despite repeated demands, Morris/Switzer has not been paid for all of said labor, materials and equipment. The fair and reasonable value of the labor, materials and equipment for which Morris/Switzer has not been paid is \$1,997,101.50, plus interest, costs and attorneys' fees.

(Mechanics' Lien G.L. c. 254 - Loomis)

- 21. Morris/Switzer incorporates by reference the allegations in Paragraphs 1 through 20 above as though fully set forth herein.
- 22. Morris/Switzer supplied labor, materials and professional services for the betterment of the real estate.
- 23. The property owner, Loomis, has benefited from Morris/Switzer's performance of improvements to the real estate.
- 24. Morris/Switzer has fully complied with the Mechanics' Lien Statute requirements of G.L. c. 254 to enforce and perfect its Mechanics' Lien on the property.
- 25. Morris/Switzer requests that this Honorable Court enforce its Mechanics' Lien on the property in the amount of \$1,997,101.50 and that the property be sold to satisfy the debt owed to Morris/Switzer.

WHEREFORE, the plaintiff, Morris/Switzer, requests the following relief:

- (1) With respect to Counts I and II, that this Court grant judgment in favor of Morris/Switzer and against Loomis in the amount of damages to be proven, plus accruing interest and attorneys' fees and costs;
- (2) With respect to Count III, that this Court establish Morris/Switzer's Mechanics' Lien against Loomis and that the property be sold to satisfy the debt owed to Morris/Switzer; and

(3) That this Court grant such other and further relief as it deems fair and just.

MORRIS/SWITZER ENVIRONMENTS FOR HEALTH, INC.

By its attorneys,

John J. McNamara

BBO No. 557882

Eric A. Howard

BBO No. 640330

DOMESTICO, LANE & MCNAMARA, LLP

161 Worcester Road

Framingham, MA 01701

(508) 626-9000

Dated: June $\frac{\hat{2}^{D}}{2}$, 2005

3,0530

EXMIBITA

024953

BK 3842PG 0107

BNOW ALL HEM BY THESE PRESENTS, THAT, LOCALE HOUSING CONFORATION

BEE BOOK #51 PAGE 271

a corporation duly satabilahed under the laws of Massachusetts and having its usual place of business at 298 Jarvis Avenus, Holycks, Nampien

County, Massachusetts, in consideration of

SEE BOOX#63:I PAGE 66

SIX HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED HINETY ONE 6 87/100

SEE BOOK 4/635 PAGE 63

grants to ICCMIS VILLAGE, INC., a Massachusetts corporation duly organized with a usual place of business at 246 North Main Street, South Hadley, Raupshice County, Massachusetts

with ungrants spirments the land in South Hadley, Hempshire County, Massachusetts, bounded and described as Sollows;

PARCEL, OHE - Reginning at a point on the westerly side of the highway leading from South Hadley Falls to Smiths Ferry (now North Hain Street), at the southeast corner of land now or formerly of Frederick Strong, and from thence running westerly at an included angle of 77 46' along land of the said Strong Two Thousand Seventy-Nine (2079) feet to a highest (now Niver Road) leading from the highway first mentioned to the Connecticut River; thence Southeasterly at an included angle of 57 52' along the easterly sold of the said highway four Hundred Sity-Four (664) feet to a point; thence Fasterly in a line parallel with the first described line One Thousand Seven Hundred Forty-Two and One-Half (1742-1/2) feet to the highway first mentioned; thence Mortherly at an included angle of 102 14' along the westerly side of the said highway Four Nundred (400) feet to the place of heginning. containing about Seventeen and One-Sixth (17-1/6) acree.

Excepting from the foregoing the land conveyed by the Trustees to Paul 4. Ple as ux by deeds dated June 9, 1970, recorded in Book 1873, Page 465, and August 21, 1875, recorded in Book 1845, Page 72.

PARCEL TWO - Reginning at an iron pin in the Southerly line of Parcel Use hereinbafron described, which iron pin is Three Hundred Minety-Pive and 99/100 (195.99) feet Mesterly from ah iron pin in the Mesterly line of North Main Street, at the Southeasterly corner of land formerly of one Hayswell, later of Pin. Chence Mesterly along land now or formerly of Meyoweki, One Thousand Three Sundred Furty-Six and 50/100 (1346.50) feet, more or lass, to the Resterly line of the River Road; thence Southerly along the Easterly line of satisfiver Road, Forty and 50/100 (40.50) feet; thence Easterly and parallel with the first described line. Two Mundred Seventy-One and 50/100 (871.50) feet to a point; thence Easterly One Thousand Eighty-Four (1084) feet to a point; thence Easterly one Thousand Eighty-Four (1084) feet to a point; said point being fifteen and one-half (15 1/8) feet to a point; said point being fifteen and one-half (15 1/8) feet wortherly from the center of en old chestaut tree; thence Wortherly in a streight line, Four Hundred Forty-Saven and 89/100 (447.89) feet, more or less, to the iron pin at the point of beginning.

Reing the same promises conveyed to the grantor herein by dand of Pine-Basex Realty Trust, dated hecember 16, 1968, recorded Hampshire County Registry of Deeds, Book 3304, Page 384.

SUBJECT to a taking by the Town of South Hadley made May 2, 1978, recorded in Book 2019, Page 264, for an easement for the Connecticut River Interceptor Sewer as shown on the Easement Plan recorded in Plan Book 106, Fages 87 and 88.

Property Adhese: 265 Barth Main Street, South Mailley, 15

Case 3:05-cv-30186-MAP Document 1 Filed 08/15/2005 • Page 14 of 19

BX 384 2 PG 0 1 Q B

SUBJECT to the Order of Conditions of the South Hadley Conservation Commission dated July 26, 1991, and recorded in Hampshire County Registry of Deeds, Book 3789, Page 269.



Physician Where the said LOGISS HOUSES CORPORATION

has counsed the corporate and to be hereto affined and these persons to be signed, acknowledged and delivered in its manus and behalf by guessays files and James Tampes to be signed, acknowledged and its firstfirst and standard and nine funding and ninesty-com

Risped and social in protonous of

LOCKER HOLISTING CORPORATION

ADMINITED THE BOS

Ľ.

W. Santilli

Br 3842 FE 0 1 0 9 The Commenceally of Microscharetts . Mongaely Francis LOCALE SERVICE

ATTEST: HAMPSHIRE, MARIANNE L. DONOHUE

Bk: 07690 Pg: 148

		•		· ·
:		•	•	•
	•	8K 384 2P6	0109	
This personal Managery Ta	by appeared (the above second decree)	Jurablya Jhva, Berid	comme q but pad Jaa	(9 9 2
П	the faregoing levilenment to be li	Fator C. Connor	LONGIE POLIENCE	Puls
		My commission empires for		977
-A	19.2 19.2 decing 14.1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	toris and 16 minutes 9/3 Book 3F/2 page /	C.Root of the second	
examil N				

ATTEST: HAMPSHIRE, MARIANNE L. DONOHUE

Page 17 of 19

NOTICE OF CONTRACT

Bk: 8217Pg: 237 Page: 1 of 5 Recorded: 04/08/2005 01:36 PM

M.G.L. ch. 254, § 2

Notice is hereby given that by virtue of a written contract dated April 5, 2002, between Morris/Switzer & Associates, Inc., contractor, and Loomis Communities, said contractor is to furnish or has furnished labor and materials or rental equipment, appliances or tools for the erection, alteration, repair or removal of a building, structure, or other improvement on a lot of land or other interest in real property owned by Loomis Communities, owner, of a lot of land or other interest in real property described as follows described as follows:

The property located at Book 3842, Page 0107 at the Hampshire County Registry of Deeds and Book 4511, Page 271 and Book 4635, Page 66 at the Hampshire County Registry of Deeds, and which is more fully described in the attached legal description as Exhibit "A."

Contractor:

Morris/Switzer & Associates, Inc.

185 Talcott Road

STATE OF VERMONT

Chittenden, 88.

April 7, 2005

Then personally appeared the above named Jill M. Boardman, to me known, who being duly sworn, acknowledged the foregoing instrument to be her free act and deed, and the free act and deed of Morris/Switzer & Associates, Inc. on behalf of which he is authorized to execute it, before me.

Sarah 9. Shewill Notary Fublic

My Commission Expires: 2/10/07

Upon recording please return to:

DOMESTICO, LANE & MCNAMARA, LLP The Meadows 161 Worcester Road Framingham, MA 01701 3,0530

EXMIBITA

024953

BK 3842PG 0107

NOW ALL MEN BY THRESE PRESENTS, That, LOCALS HOUSING CORPORATION

BOOK 44

a corporation duly established under the laws of Hassachusetts and having its usual place of business at 298 Janvis Svanus, Molycku, Rempdon

County, Massachusatta, in consideration of,

BOOK#491

BOOM

PAGE 165

SIX HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED WINETY ONE 8 87/100

grants to LOCKER VILLAGE, INC., a Magazdrasetts corporation duly organized with a usual place of husiness at 246 North Main Street, South Medley, Respektive County, Magazdrasetts

the land in South Madicy, Hompshire County, Massachusetts, bounded and described as follows:

PARCEL ONE - Reginning at a point on the westerly side of the highway leading from South Hadley Falls to Smiths Ferry (now North Main Street), at the southeast corner of land now or formerly of Frederick Rigong, and from thenes running westerly at an included engle of 77 46 along inno of the cald Strong Two Thousand Seventy-Nine (2079) fast to a highway (now River Road) leading from the highway trat mentioned to the Connecticut River: thence Southeasterly at an included angle of 57 58 along the easterly side of the eath highway Four Hundred Highway Four (464) feet to a point; thence Easterly in a line parallel with the first described line One Thousand Seven Hundred Forty-Two and One-Half (1742-1/2) feet to the highway first mentioned; thence Northerly at an included angle of 102 14 along the westerly side of the said highway Four Hundred (400) feet to the place of beginning, containing about deventeen and One-Sixth (17-1/6) acree.

Excepting from the foregoing the land conveyed by the Trustees to Paul L. Fin et us by deede dated June 9, 1970, recorded in Book 1573, Page 455, and August 21, 1975, recorded in Book 1845. Page 72.

PARCEL TWO - Reginning at an iron pin in the Southerly line of Parcel One bereinbufore described, which from pin is three Hundred Ninely-Pive and 99/100 (195.99) Feet Westerly from an Iron pin in the Mesterly line of North Main Street, at the Southeasterly corner of link formerly of one Mayowekt, later of Pin, these Mesterly along land now or formerly of Rayowekt, One Thousand Three Hundred Forly-Six and 50/100 (1146.50) feet, more or long, to the Santarly line of the Siver Read) thence Southerly along the Rasterly line of said River Road, Forly and 50/100 (48.50) feet; thence Sasterly and parallel with the first described line, Two Hundred Saventy-One and 50/100 (404.77) feet to a point; thence Easterly One Thousand Sighty-Four (1084) feet to a point; said point being fifteen and com-half (16 1/2) feet Northerly from the center of an old chestnut tree; thence Northerly in a straight line, Four Mundred Porty-Saven and 89/100 (447.89) feet, more or less, to the trop pin at the point of beginning.

Reing the same premises conveyed to the grantor herein by deed of Pins-Essex Realty Trust, dated December 16, 1988, recorded Rampahire County Registry of Beeds; Book 1904, Page 324.

BURNIET to a taking by the Town of South Hadley made May 2, 1978, recorded in Sook 2019, Page 264, for an edgement for the Connecticut River Interceptor dewer of shown on the Edgement Plan recorded in Plan Book 106, Pages 87 and 88.

Numericy Address: 266 North State Street, South Bedley, 22

8K3842PG0108

SUBJECT to the Order of Conditions of the South Hadley Conservation Commission dated July 26, 1991, and recorded in Hampshire County Registry of Deeds. Book 3789, Page 269.

CANCELLED

A STATE OF THE PARTY OF

In witness Blower the said - LOCKER HOUSENG CONFORMATION

has counted the corporate coal to be hereto offixed and those property to be signed, acknowledged and delivered in its mana and behalf by generating flats and heart temperature this flat of the day of December in the year one thousand sine hundred and minimity-one

Rigned and spaled in protence of

LOCKES ROUSING CORPORATION

ADMINITED TOTAL

uda iki

		•	•	3.
ıi"				
			x 384 2 PG 0 09	
11	n personly appeared the above the special file above the feregoing laubrus MITIDE before me	_	Document Glass, Institut and	
			Connor Chamber	5 199/
	Charles 12 19:10 Economic Walls Beneath of Ro.	of Decis, Book 36		un Name Manuel Tarretta
			/ /	

ATTEST: HAMPSHIRE, Marianne L. Donoeue

Bk: 07690 Pg: 148

ak 3842 pc 0 | 09 The Commonwealth of Messachusetta todie kanne MARIANNE L. DONOHUE

STATEMENT OF ACCOUNT

Bk: 8240Pg; 174 Page: 1 of 5 Recorded: 04/29/2005 01;14 PM

M.G.L. c. 254, S8

Notice is hereby given that pursuant to a written contract dated April 5, 2002, between Loomis Communities, Owner, and Morris/Switzer & Associates, Inc. ("Morris/Switzer"), Contractor, the following is a just and true account of the amount, including credits, due to Morris/Switzer from Loomis Communities for labor and material furnished in the erection, operation, repair or removal of the building, structure or other improvement to the property on a lot of land owned by Loomis Communities of a lot of land or other interest in real property described as follows:

The property located in South Hadley, Massachusetts at Book 3942, Page 0107 at the Hampshire County Registry of Deeds and Book 4511, Page 271 and Book 4635, Page 66 at the Hampshire County Registry of Deeds.

The amount is as follows:

Contract	\$14,063,835.00
Agreed change orders	\$ 572,349.38
Less previous payments	\$14,132,146.14
Subtotal	\$ 504,038.00
Other credits due	\$ 0.00
Disputed claims and extras	\$ 1,493,063.50
Balance due	\$ 1,997,101,50

Contractor: Morris/Switzer 185 Talcott Road Williston, VT 05495

ey: Jum Bardwan

A--- m. Dostower

Its: Principal

STATE OF VERMONT

Chittenden, ss.

April <u>28</u>, 2005

Then personally appeared before me the above-named Jill M. Boardman, who being duly sworn, acknowledged the foregoing instrument to be her free act and deed, and the free act and deed of Morris/Switzer & Associates, Inc. on behalf of which she is authorized to execute it before me.

Sarch 9. Shemili Notary Public

My Commission Expires: 2/10/07

Upon recording please return to: DOMESTICO, LANE & McNAMARA, LLP The Meadows 161 Worcester Road Framingham, MA 01701 EXMIBITA

024953

ak3842P601D7

KNOW ALL MEN BY THESE PRESENTS, THAT, LOOKIS HOUSING CORPORATION

a corporation duly established under the laws of Massachusette and having the usual place of business at 298 Jervin Mersie, Holycke, Hampton County, Massachusetts, is consideration of,

BOOK# 63.5

SIX HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED MINETY ONE & 87/100

BOOK

grants to LOCALO VILLAGE, INC., a Massachmeetta comporation duly organized with a manual place of business at 246 Morth Main Street, South Hadley, Empehirs County,

with magrants represents the land in South Hadley, Hempshire County, Massachusetta, bounded and described as

PARCEL ONE - Reginning at a point on the westerly side of the highway leading from South Radley Fable to Smiths Ferry (now North Main Street), at the southeast corner of Tand now or Torserly of Fraderick Strong, and from thence running westerly at an included angle of 77 46' along land of the caid Strong Two Thomsand Seventy-Nine (2074) feet to a highway (now River Road) leading from Seventy-Nine (2074) feet to a highway (now River Road) leading from the highest first mentioned to the Connecticut River; thence Routhestory at an included apple of \$7 \$2 along the easterly side of the seaterly aide of the seaterly and included apple of \$7 \$2 along the easterly aide of the seaterly and line perallel with the first described line One Thousand Eaven Hundred Forty-Two and One-Half (1742-1/2) feet to the highest First monitored themes Northestory in tent to the highway first mentioned; thence Bortharly & an included angle of 102 14' along the westerly side of the each highway Four Hundred (400) feat to the place of teginning. Containing about Seventeen and One-Sixth (17-1/5) aures.

Excepting from the foregoing the land conveyed by the Trustees to Paul L. Bin et us by deeds dated June 9, 1970, recorded in Book 1573, Page 455, and August 31, 1975, recorded to Book 1845, Page

PARTEL TWO - Regimning at an iron pin in the Southerly line of Partel Daw hereinbefore described, which iron bin is three Hundred Kinely-Pive and 99/100 (195.99) feet Westerly from an iron pin in the Westerly line of North Main Street, at the Southeasterly corner of land formerly of one Mayowski, later of Pin, these Westerly along land now or formerly of Mayowski, One Thomses Windred Westerly and Three Kundred Partelly of Mayowski, One Thomses of the Besterly of the Southeasterly of Mayowski, One Thomses of the Besterly of the Southeasterly of Mayowski, One Thomses of the Besterly of the Southeasterly of the Besterly of the Besterl along land now or formerly of Mayowski, One Thomsand Three Hundred Forty-six and 50/100 (1346.50) feet, more or lass, to the Easterly line of the River Road; thence Scutherly along the Easterly line of said River Road. Forty and 50/100 (40.50) feet; thence Easterly and parallel with the first described line. Two Hundred Seventy-Dhe and 50/100 (871.50) feet to a point; thence Southerly Pour Hundred Pour and 77/100 (404.77) feet to a point; thence Easterly One Thomsand Righty-Four (1084) feet to a point, said point being fifteen and one-half (15 1/2) feet Northerly from the center of an old chestout tree; thence Northerly in a straight line, Four Hundred Forty-Seven and 69/100 (447.89) feet, more or lass, to the iron pin at the and 69/100 (447.89) (est, more or less, to the iron pin at the point of beginning.

Reing the same premises conveyed to the grantor herein by deed of Fine-Besex Realty Trust, dated December 16, 1958, recorded Hampahire County Registry of Deeds, Book 3304, Page 324.

SUBJECT to a taking by the Town of South Hadley made May 2, 1978, recorded in Book 2019, Page 264, for an eagurent for the Connecticut River Interceptor Sewer as shown on the Easement Flan recorded in Plan Book 186, Pages 87 and 88.

Ş,

BK3842PG010B

SUBJECT to the Order of Conditions of the South Madley Conservation Commission dated July 26, 1991, and recorded in Hampshire County Registry of Deeds, Book 9789, Page 269.



In without Threat the said LOOKER SECURING CONFIGURATION

the caused its corporate seel to be bereto affined and these presents to be signed; soknowledged and deligand in its cause and behalf by generation flats and lasts lasts the day of December in the year one thousand nine handred and minety-cree

is someone at belack by bengift

LOOKUS ROUSING CORPORATION

Dinky Jan Por

j }::.

W. Oak

ite .		5K 3	84200109	
	m. utily appeared the shore same Princetor		Occustus: es, Parsiden I and.	
CORPORAÇION	d the fermining instrument to before me	Vates C. C	Serve Looke HE	King
			Acres Secretary	, 47 7
11/1 C2-20/V		Votach and 16 mil	9/31,000	family 1

ATTEST: HAMPSHIRE, MARIANNE L. DONOBUE

Bk: 07690 Pg: 148

	2.
	• • •
	*
ge -	
	823842760109
. De Come	unesith of Manuachusette
· · · · · · · · · · · · · · · · · · ·	Occusion 4 to 91
Then personally appeared the above same	garable often, Parichat and James
and acknowleded the foreign Instrument to	
H	
Before and	The Same
	Peter C. Copnor Non-Pare
1 :	My commission suppose Thomas for 17 to 17
 	5
1	
1 1 .00	
- Clac 12 mm	sidede on the minutes of the
Exam'd with Espepaints Reg. of De	Ma Book 38 90 107
	Attest
	A A A A A A A A A A A A A A A A A A A
	// /
	·
	A COLUMN TO THE REAL PROPERTY OF THE PARTY O

ATTEST RAMPSHIRE, MOUNTE ARGISTER

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

Superior Court Civil Action No. 05-137

CERTIFICATION

I, Nancy A. Foley, Assistant Clerk of the Superior Court for the County of Hampshire do hereby certify that the attached is a true copy of the Complaint, Civil Action Cover Sheet, Tracking Order and Docket Sheet.

MORRIS/SWITZER ENVIRONMENTAL FOR HEALTH, INC.

VS.

LOOMIS COMMUNITIES, INC.



Witness my hand and the seal of the
Superior Court Department of the Trial
Court this 9th day of August, 2005

Nancy A. Foley, Assistant Clerk

08/09/2005 10:15 AM

HAMPSHIRE SUPERIOR COURT Case Summary **Civil Docket**

HSCV2005-00137

11304200	73-00 (3)
Morris/Switzer Environments for Health	, Inc. v Loomis Communities, Inc. et al

File Date	06/30/2005	Status	Needs review for service	acneserv)	
Status Date	06/30/2005	Session	A - Civil A- CtRm 2-3rd fl		
Origin	1	Case Type	A01 - Services, labor, mat	erials	
Lead Case		Track	F		
Service	09/28/2005	Answer	11/27/2005	Rule12/19/20 1	1/27/2005

Rule 56 05/26/2006 Rule 15 Discovery 04/26/2006 11/27/2005 **Final PTC** 06/25/2006 Disposition 08/24/2006 Jury Trial No

Plaintiff

Morris/Switzer Environments for Health, Inc.

Active 06/30/2005

Private Counsel 640330

Eric A Howard

Domestico Lane & McNamara

161 Worcester Road The Meadows

Framingham, MA 01701 Phone: 508-626-9000 Fax: 508-626-9001

Active 06/30/2005 Notify

Defendant

Loomis Communities, Inc. Service pending 06/30/2005

Alias defendant name

Loomis Village, Inc. Active 06/30/2005

Defendant

Loomis Communities

Service pending 06/30/2005

Date Paper 06/30/2005

1.0

Complaint to enforce mechanics' lien & civil action cover sheet filed

06/30/2005 06/30/2005 Origin 1, Type A01, Track F.

Case selected for review pursuant to ST.1996.c358,s.5

MAS-20041213 shepardp

Case 3:05-cv-30186-Mc mm Drocent that f Massa Chiese 08/15/2005

Page 13 of 20

08/09/2005 10:15 AM

HAMPSHIRE SUPERIOR COURT
Case Summary
Civil Docket

HSCV2005-00137 Morris/Switzer Environments for Health, Inc. v Loomis Communities, Inc. et al

Date	Paper	Text
06/30/2005		Tracking: origin/track set and mailed to Attorney Howard.
		The second secon
		EVENTS

Case 3:05-cv-301©ommonWealthroffMassalehus/eff3005 Page 14 of 20 County of Hampshire The Superior Court

CIVIL DOCKET# HSCV2005-00137-A

RE: Morris/Switzer Environments for Health, Inc. v Loomis Communities, Inc. et al

TO:Eric A Howard, Esquire
Domestico Lane & McNamara
161 Worcester Road
The Meadows
Framingham, MA 01701

TRACKING ORDER - F TRACK

You are hereby notified that this case is on the **fast (F) track** as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION

DEADLINE

Service of process made and return filed with the Court	09/28/2005
Response to the complaint filed (also see MRCP 12)	11/27/2005
All motions under MRCP 12, 19, and 20 filed	11/27/2005
All motions under MRCP 15 filed	11/27/2005
All discovery requests and depositions completed	04/26/2006
All motions under MRCP 56 served and heard	05/26/2006
Final pre-trial conference held and firm trial date set	06/25/2006
Case disposed	08/24/2006

The final pre-trial deadline is <u>not the scheduled date of the conference</u>. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to session A sitting in CtRm 2- 3rd fl at Hampshire Superior Court.

Dated: 06/30/2005 Harry Jekanowski, Jr.
Clerk of the Courts

Location: CtRm 2- 3rd fl

Telephone: (413) 584-5810 ext. 287

05 137

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

SUPERIOR COURT C.A. No.

MORRIS/SWITZER ENVIRONMENTS FOR HEALTH, INC.

Plaintiff,

v.

LOOMIS COMMUNITIES, INC. f/k/a LOOMIS VILLAGE, INC. and LOOMIS COMMUNITIES

Defendants.

AMPSHIRE SUPPLIES 240.1
HARRY JEKANIME SUPPLIES 240.1
HARRY JEKANIME 20.1
HARRY JEKANI

COMPLAINT TO ENFORCE MECHANICS'LIEN UNDER G.L. c. 254

Morris/Switzer Environments for Health, Inc.

("Morris/Switzer") files this action to recover damages against the defendants, Loomis Communities, Inc. f/k/a Loomis Village, Inc. and Loomis Communities, for failing to pay for certain labor, materials and professional services provided by Morris/Switzer in connection with the design and construction of the residential development owned by Loomis on several parcels of land in the Town of South Hadley, Massachusetts, more particularly described in deeds recorded in the Hampshire County Registry of Deeds, Book 3842, Page 0107; Book 4511, Page 271; and Book 4635, Page 66. A description of the Property is attached as Exhibit "A" hereto. Morris/Switzer also seeks to establish its rights pursuant to G.L. c. 254, the Massachusetts

Mechanics' Lien Statute, regarding labor, materials and professional services provided for the construction of the Loomis Village project in South Hadley, Massachusetts (the "Project").

Parties and Jurisdiction

- 1. The plaintiff, Morris/Switzer, is a Vermont corporation, authorized to do business in the Commonwealth of Massachusetts, with a principal place of business at 185 Talcott Road, Williston, Vermont.
- 2. The defendant, Loomis Communities, Inc. f/k/a Loomis Village, Inc. ("Loomis"), upon information and belief, is a Massachusetts corporation with a principal place of business at 246 North Main Street, South Hadley, Massachusetts 01075.
- 3. The defendant, Loomis Communities, has a principal place of business at 246 North Main Street, South Hadley, Massachusetts 01075.
- 4. Jurisdiction is proper in Hampshire Superior Court because damages exceed \$25,000.00 and pursuant to G.L. c. 254.
- 5. Venue is proper in Hampshire Superior Court pursuant to G.L. c. 254.

Background

6. Morris/Switzer entered into a written contract with Loomis on April 5, 2001, wherein Morris/Switzer agreed to supply

labor, material and professional services for the project entitled "Loomis Village" ("Project").

- 7. Morris/Switzer performed its contractual obligations on the Project.
- 8. Loomis has not paid Morris/Switzer the sum of \$1,997,101.50, leaving a balance due and owing of \$1,997,101.50.
- 9. Morris/Switzer recorded a Notice of Contract pursuant to G.L. c. 254, § 2 in the Hampshire County Registry of Deeds on April 8, 2005, Book 8217, Page 237. A true and accurate copy of the Notice of Contract is attached as Exhibit "B" hereto.
- 10. Morris/Switzer filed a Statement of Account, pursuant to G.L. c. 254, § 8 in the Hampshire County Registry of Deeds on April 29, 2005, Book 8240, Page 174. A true and accurate copy of the Statement of Account is attached as Exhibit "C" hereto.
- 11. Said Notice of Contract and Statement of Account were subsequently served upon Loomis.
- 12. A certified copy of this Complaint will be filed in the Hampshire County Registry of Deeds and served upon Loomis.
- 13. Morris/Switzer has satisfied all conditions precedent to maintain this action against Loomis.

COUNT I (Breach of Contract)

- 14. Morris/Switzer realleges and incorporates by reference the allegations in paragraphs 1 through 13 above as though expressly stated herein.
- 15. Morris/Switzer entered into a contract with Loomis to provide labor, materials and professional services to the Project.
- 16. Loomis breached its contract with Morris/Switzer by failing to pay the balance of monies due to Morris/Switzer.
- 17. Loomis is indebted to Morris/Switzer in the amount of \$1,997,101.50, plus interest, costs, and attorneys' fees.

COUNT II (Quantum Meruit)

- 18. Morris/Switzer realleges and incorporates by reference the allegations in paragraphs 1 through 17 above as though expressly stated herein.
- 19. At Loomis's request, Morris/Switzer provided labor, materials and professional services to the Project.
- 20. Despite repeated demands, Morris/Switzer has not been paid for all of said labor, materials and equipment. The fair and reasonable value of the labor, materials and equipment for which Morris/Switzer has not been paid is \$1,997,101.50, plus interest, costs and attorneys' fees.

(Mechanics' Lien G.L. c. 254 - Loomis)

- 21. Morris/Switzer incorporates by reference the allegations in Paragraphs 1 through 20 above as though fully set forth herein.
- 22. Morris/Switzer supplied labor, materials and professional services for the betterment of the real estate.
- 23. The property owner, Loomis, has benefited from Morris/Switzer's performance of improvements to the real estate.
- 24. Morris/Switzer has fully complied with the Mechanics' Lien Statute requirements of G.L. c. 254 to enforce and perfect its Mechanics' Lien on the property.
- 25. Morris/Switzer requests that this Honorable Court enforce its Mechanics' Lien on the property in the amount of \$1,997,101.50 and that the property be sold to satisfy the debt owed to Morris/Switzer.

WHEREFORE, the plaintiff, Morris/Switzer, requests the following relief:

- (1) With respect to Counts I and II, that this Court grant judgment in favor of Morris/Switzer and against Loomis in the amount of damages to be proven, plus accruing interest and attorneys' fees and costs;
- (2) With respect to Count III, that this Court establish Morris/Switzer's Mechanics' Lien against Loomis and that the property be sold to satisfy the debt owed to Morris/Switzer; and

(3) That this Court grant such other and further relief as it deems fair and just.

MORRIS/SWITZER ENVIRONMENTS FOR HEALTH, INC.

By its attorneys,

John J. McNamara

BBO No. 557882

Eric A. Howard

BBO No. 640330

DOMESTICO, LANE & MCNAMARA, LLP

161 Worcester Road

Framingham, MA 01701

(508) 626-9000

Dated: June $\frac{\hat{5}^0}{}$, 2005

024953

BK 3842PG 0107

KNOW ALL MEN BY THESE PRESENTS, That, LOCALE HOUSING CORPORATION

BEE B00K# PAGE 2

(3)\ (3)\

EXMIBITA

a corporation duly established under the laws of Massachusetts and having its usual place of business at 298 Jarvis Average, Holyoke, Hampden County, Massachusetts, in consideration of, B00K#€3 PAGE 612

SIX HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED NINETY ONE & 87/100 ------(\$681,391.87)-----DOLLARS

SEE Bpok4 PAGE 63

grants to LCCMUS VILLAGE, INC., a Massachusetts corporation duly organized with a usual place of business at 246 North Main Street, South Hadley, Hampshire County, Massachusetts

with marrants robenants the land in South Hadley, Hampshire County, Massachusetts, bounded and described as follows:

PARCEL ONE - Beginning at a point on the westerly side of the highway leading from South Hadley Falls to Smiths Ferry (now North highway leading from South Hadley Falls to Smiths Ferry (now North Main Street), at the southeast corner of land now or formerly of Frederick Strong, and from thence running westerly at an included angle of 77 46° along land of the said Strong Two Thousand Seventy-Nine (2079) feet to a highway (now River Road) leading from the highway first mentioned to the Connecticut River; thence southeasterly at an included angle of 57° 52° along the easterly Southeasterly at an included angle of 57° 52° along the easterly side of the said highway Four Hundred Sixty-Four (464) feet to a point; thence Fasterly in a line parallel with the first described line One Thousand Seven Hundred Forty-Two and One-Half (1742-1/2) line One Thousand Seven Hundred Forty-Two and One-Half (1742-1/2) feet to the highway first mentioned; thence Northerly at an included angle of 102 14' along the westerly side of the said highway Four Hundred (400) feet to the place of beginning, containing about Seventeen and One-Sixth (17-1/5) acres.

Excepting from the foregoing the land conveyed by the Trustees to Paul E. Pin et ux by deeds dated June 9, 1970, recorded in Book 1573, Page 455, and August 21, 1975, recorded in Book 1845, Page 72.

PARCEL TWO - Reginning at an iron pin in the Southerly line of Parcel One hereinbefore described, which iron pin is Three Hundred Ninety-Five and 99/100 (395.99) feet Westerly from an Iron pin in the Westerly line of North Main Street, at the Southeasterly corner the Westerly line of North Main Street, at the Southeasterly corner to land formerly of one Mayowski, later of Pin, thence Westerly of land now or formerly of Mayowski, One Thousand Three Hundred Forty-Siz and 50/100 /1346.50 feet more or loss to the Easterly Forty-Six and 50/100 (1346.50) feet, more or less, to the Easterly line of the River Road; thence Southerly along the Easterly line of said River Road, Forty and 50/100 (40.50) feet; thence Easterly and parallel with the first described line, Two Hundred Seventy-One and parallel with 100 (201.50) feet; the Road Four English (201.50) feet; the Road Road Four English (201.50) feet the Road Road Four English (201.50) feet; the Road Road Four English (201.50) feet the Road Four English (201.50) fe paraties with the lirst described line, two numbers seventy that a seventy to a point; thence Southerly Four Hundred Four and 77/100 (404.77) feet to a point; thence Easterly One Thousand Eighty-Four (1084) feet to a point, said point being fifteen and one-half (15 1/2) feet Northerly from the center of an old chestnut. tree; thence Northerly in a straight line, Four Hundred Forty-Saven and 89/100 (447.89) feet, more or less, to the iron pin at the point of beginning.

Being the same premises conveyed to the grantor herein by deed of Pine-Essex Realty Trust, dated December 16, 1988, recorded Hampshire County Registry of Deeds, Book 3304, Page 324.

SUBJECT to a taking by the Town of South Hadley made May 2, 1978. recorded in Book 2019, Page 264, for an easement for the Connecticut River Interceptor Sewer as shown on the Easement Plan recorded in Plan Book 106, Pages 87 and 88.

ź Hadley, South Street, Mein North 246 Address:

Proporty

Case 3:05-cv-30186-MAP Document 1-5 Filed 08/15/2005 Page 2 of 21

BK 3842PG 0108

SUBJECT to the Order of Conditions of the South Hadley Conservation Commission dated July 26, 1991, and recorded in Hampshire County Registry of Deeds, Book 3789, Page 269.



ية _{العا}رة والمناط المائية العارفية

In witness Therest the mid LONGS HOUSING CORPORATION

has caused its corporate seal to be hereto affixed and these procents to be signed; acknowledged and delivered in its name and behalf by guarding glass and James Tampion day of December its firstdent and first this grant one thousand nine hundred and ninety-one

Bigned and scaled in presence of

LOCKES HOUSING CORPORATION

The work - year Pros

1:3

863 B

•	
:	•
• • • • • • • • • • • • • • • • • • • •	and the second s
• • • • • •	BK 3842PG 0109
70×40	nonmenith of Missesschnoetts
Que Com:	December 9 1992
Then consend the charge way	and Junachlya Glass, Prosident and Jennes
Mangan, Transver	Manually (7/25) President pour Comme
and acknowledged the foregoing instrument	to be the free act and degl-of the LOCKIE HOUSING
CORPORATION	
before me	Det Serve
	Peter C. Connor Nairy Public
:	78000000000000000000000000000000000000
•	My commission expires December 17, 1991
	•
- Blee he will	Moclock and Company 9/ se pour
the city they	The state of the s
exam'd with Hampshire Reg. o	
	Attest
	$\cdot \cdot $
1, 1,	/ / • • • • • • • • • • • • • • • • • •
v V	V

ATTEST: HAMPSHIRE, Manage | Dishue, REGISTER
MARIANNE L. DONOHUE

Bk: 07690 Pg: 148

				• .	
				•	•
``	• • • •				
		•	. 33	342PG0109)
	8	De Commonwe	alth at Massachi		
	Then personally appeared the	above named	Junachlya Olas	December s, fresident an	.,
;	Manport, Transverer acknowledged the foregoing in		•		HOUSING
Œ	S. CANGETTEN				·
	before me		fill.	/ free	
- -		•	Poter C. C	onnor	Hatery Public 75000000000000000000000000000000000000
		•			
		•	My commission e	upire Jecan bei	17, 1971
			My commission e	upirm Jecan bei	r 15, 1091
:			My commission e	ngiran Jecan ber	- 17, 1071
	Oh b	1 "	.	upirm Jecast bes	~ /5, 19 <i>7)</i> ~
	Lee /2		clock and 16 mi	altern 9 hr Paul	17, 1971
	Chec 12		clock and 16 mi	page / 107	<u>,</u>
	Olec /2 (1907) Indiana (1907) Committee (1907)		clock and 16 mi	altern 9 hr Paul	<u>,</u>
	Clee /2 (Marcial Junya) excern'd with Hampahir		clock and 16 mi	page / 107	<u>,</u>

ATTEST: HAMPSHIRE, MARIANNE L. DONOHUE

.

.

Page 6 of 21

Bk: 8217Pg: 237 Page: 1 of 5 Recorded: 04/08/2005 01:36 PM

NOTICE OF CONTRACT

M.G.L. ch. 254, § 2

Notice is hereby given that by virtue of a written contract dated April 5, 2002, between Morris/Switzer & Associates, Inc., contractor, and Loomis Communities, said contractor is to furnish or has furnished labor and materials or rental equipment, appliances or tools for the erection, alteration, repair or removal of a building, structure, or other improvement on a lot of land or other interest in real property owned by Loomis Communities, owner, of a lot of land or other interest in real property described as follows described as follows:

The property located at Book 3842, Page 0107 at the Hampshire County Registry of Deeds and Book 4511, Page 271 and Book 4635, Page 66 at the Hampshire County Registry of Deeds, and which is more fully described in the attached legal description as Exhibit "A."

Contractor:

Morris/Switzer & Associates, Inc.

185 Talcott Road Williston, VT 05495

STATE OF VERMONT

Chittenden, ss.

April 7 , 2005

Then personally appeared the above named Jill M. Boardman, to me known, who being duly sworn, acknowledged the foregoing instrument to be her free act and deed, and the free act and deed of Morris/Switzer & Associates, Inc. on behalf of which he is authorized to execute it, before me.

Sarah 9. Shewill Notary Public

My Commission Expires: $\frac{2/v/c7}{}$

Upon recording please return to:

DOMESTICO, LANE & MCNAMARA, LLP The Meadows 161 Worcester Road Framingham, MA 01701

BK 3842PG 0107

KNOW ALL MEN BY THESE PRESENTS, That, LOOMIS HOUSING CORPORATION

BEE BOOK 42-11 PAGE 2-11

SEE BOOK#435 PAGE 62

SEE BOOK 44.32 PAGE 63

a corporation duly established under the laws of Massachusetts
and having its usual place of business at 298 Jarvis Avenue, Holycke, Hampden
County, Massachusetts, in consideration of,

SIX HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED NINETY ONE & 87/100

grants to LCCMIS VILLAGE, INC., a Massachusetts corporation duly organized with a usual place of business at 246 North Main Street, South Hadley, Hampshire County, Massachusetts

with marrants remembers the land in South Hadley, Hampshire County, Massachusetts, bounded and described as follows:

PARCEL ONE - Beginning at a point on the westerly side of the highway leading from South Hadley Falls to Smiths Ferry (now North Main Street), at the southeast corner of land now or formerly of Frederick Strong, and from thence running westerly at an included angle of 77 46 along land of the raid Strong Two Thousand angle of 77 46 along land of the raid Strong Two Thousand Seventy-Nine (2079) feet to a highway (now River Road) leading from Seventy-Nine (2079) feet to a highway (now River Road) leading from Seventy-Nine (2079) feet to a highway (now River Road) leading from Seventy-Nine (2079) feet to a highway first mentioned sixty-Four (464) feet to a point; thence Easterly in a line parallel with the first described point; thence Easterly in a line parallel with the first described line One Thousand Seven Hundred Forty-Two and One-Half (1742-1/2) feet to the highway first mentioned; thence Northerly at an included angle of 102 14 along the westerly side of the said highway Four Hundred (400) feet to the place of heginning, containing about Seventeen and One-Sixth (17-1/6) acres.

Excepting from the foregoing the land conveyed by the Trustees to Paul L. Pin et ux by deeds dated June 9, 1970, recorded in Book 1573, Page 455, and August 21, 1975, recorded in Book 1845, Page 72.

PARCEL TWO - Beginning at an iron pin in the Southerly line of Parcel One hereinbefore described, which iron pin is Three Bundred Ninely-Five and 99/100 (395.99) feet Westerly from an Iron pin in the Westerly line of North Main Street, at the Southeasterly corner to fland formerly of one Mayowski, later of Pin, thence Westerly of land formerly of Mayowski, One Thousand Three Bundred along land now or formerly of Mayowski, One Thousand Three Bundred along land now or formerly of Mayowski, One Thousand Three Bundred forty-Six and 50/100 (1345.50) feet, more or less, to the Easterly Fortsaid River Road; thence Southerly along the Easterly line of line of the River Road; thence Southerly along the Easterly and parallel with the first described line. Two Hundred Seventy-One and parallel with the first described line. Two Hundred Seventy-One and 77/100 (271.50) feet to a point; thence Easterly One Thousand and 77/100 (404.77) feet to a point; thence Easterly One Thousand Eighty-Four (1084) feet to a point, said point being fifteen and one-half (15 1/2) feet. Northerly from the center of an old chestnut tree; thence Northerly in a straight line, Four Hundred Forty-Seven and 89/100 (447.89) feet, more or less, to the iron pin at the point of beginning-

Being the same premises conveyed to the grantor herein by deed of Pine-Essex Realty Trust, dated December 16, 1988, recorded Hampshire County Registry of Deeds, Book 3304, Page 324.

SUBJECT to a taking by the Town of South Hadley made May 2, 1978, recorded in Book 2019, Page 264, for an easement for the Connecticut River Interceptor Sewer as shown on the Easement Plan recorded in Plan Book 106, Pages 87 and 88.

Property Address: 246 North Main Street, South Radley, MA

BK 384 2PG 0 1 08

SUBJECT to the Order of Conditions of the South Hadley Conservation Commission dated July 26, 1991, and recorded in Hampshire County Registry of Deeds, Book 3789, Page 269.



In witness Blerred the said LOCKIE HOUSING CORPORATION

has caused its corporate seal to be hereto affixed and these presents to be signed; acknowledged and delivered in its name and behalf by guesself gliss and James lampson day of December its firstlent ann matter this of the day of December in the year one thousand nine hundred and ninety-one

Signed and spaled in presence of

LOCKES HOUSING CORPORATION

Anny Just 120

833 B.

	8K3842PG0109
et.	nonwealth of Elizasuchusetts Documber 9 1092
TAMPSON, TIBLEDICE	ned Juneably Glass, President and James to be the free act and deed of the LOOMIS HOUSING
and acknowledged the foregoing instrument to COMPORATION before me	to de toe iree act and association toe
	Hele I hello
•	Peter C. Connor Nairy Potts
	Peter C. Connor Mainy Published Co. Mainy Publ
	38645608033
Olec 12 1911 1	Hy commission expires Decest for 17, 1991

ATTEST: HAMPSHIRE, Menage L. Donohue

MARIANNE L. DONOHUE

Bk: 07690 Pg: 148

	•
:	
1	
	8K3842PG0109
	•
. O he	Commonwealth of Massachusetts
	ee. December 7 199
Then personally appeared the abo	vocazació gwachlya Glass, Prosident and Sancs
72 an party / Mesterer	•
OCENTICAL OCENTI	ament to be the free act and deed of the LOOMIS HUSING
before me	· harden
	fell, I fillo
	Peter C. Connor Noisy Pat
	My commission expires December 17, 1971
	•
a la	1 2
Dec 12 :	12 1 Mo'clock and 16 minutes 9/M. Rocal and 19 min
	Reg. of Deeds, Book 3842 page 107
	Reg. of Deeds, Book 3542 page / 107
	Reg. of Deeds, Book 3842 page / 107
	Reg. of Deeds, Book 3542 page / 107

MARIANNE L. DONOHUE

REGISTER

STATEMENT OF ACCOUNT

Bk: 8240Pg: 174 Page: 1 of 5 Recorded: 04/29/2005 01:14 PM

M.G.L. c. 254, §8

Notice is hereby given that pursuant to a written contract dated April 5, 2002, between Loomis Communities, Owner, and Morris/Switzer & Associates, Inc. ("Morris/Switzer"), Contractor, the following is a just and true account of the amount, including credits, due to Morris/Switzer from Loomis Communities for labor and material furnished in the erection, operation, repair or removal of the building, structure or other improvement to the property on a lot of land owned by Loomis Communities of a lot of land or other interest in real property described as follows:

The property located in South Hadley, Massachusetts at Book 3842, Page 0107 at the Hampshire County Registry of Deeds and Book 4511, Page 271 and Book 4635, Page 66 at the Hampshire County Registry of Deeds.

The amount is as follows:

Contract	\$14,063,835.00
Agreed change orders	\$ 572,349.38
Less previous payments	\$14,132,146.14
Subtotal	\$ 504,038.00
Other credits due	\$ 0.00
Disputed claims and extras	\$ 1,493,063.50
Balance due	\$ 1,997,101.50
Dalance due	

Contractor: Morris/Switzer 185 Talcott Road Williston, VT 05495

v: Jum Basanan

Oill M. Boardman

Its: _

Principal

STATE OF VERMONT

Chittenden, SS.

April 28, 2005

Then personally appeared before me the above-named Jill M. Boardman, who being duly sworn, acknowledged the foregoing instrument to be her free act and deed, and the free act and deed of Morris/Switzer & Associates, Inc. on behalf of which she is authorized to execute it before me.

Sank 9. Shewill Notary Public

My Commission Expires: 2/10/07

Upon recording please return to: DOMESTICO, LANE & MCNAMARA, LLP The Meadows 161 Worcester Road Framingham, MA 01701

3,053bl EXMIBITA

024953

BK 3842PG 0107

KNOW ALL MEN BY THESE PRESENTS, That, LOCALS HOUSING CORPORATION

AGE 27 SEE

a corporation duly established under the laws of Massachusetts and having its usual place of business at 298 Jarvis Average, Holyoke, Hampden County, Massachusetts, in consideration of,

BOOK# 2515 PAGE LL LO

SIX HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED NINETY ONE & 87/100 ---(\$681,391.87)----

SŁE BDOK华色: PAGE.

grants to LOCMIS VILLAGE, INC., a Massachusetts corporation duly organized with a usual place of business at 246 North Main Street, South Hadley, Hampshire County, Massachusetta

with marranty robensuts the land in South Hadley, Hampshire County, Massachusetts, bounded and described as follows: follows:

PARCEL ONE - Beginning at a point on the westerly side of the highway leading from South Hadley Falls to Smiths Ferry (now North Main Street), at the southeast corner of land now or formerly of Frederick Strong, and from thence running westerly at an included angle of 77 46' along land of the said Strong Two Thousand Seventy-Nine (2079) feet to a highway (now River Road) leading from the highway first mentioned to the Connecticut River; thence southeasterly at an included angle of 57 52 along the easterly aide of the said highway Four Hundred Sixty-Four (464) feet to a side of the said highway Four Hundred Sixty-Four (464) feet to a side of the said highway Four Hundred Sixty-Four (464) feet to a side of the said highway Four Hundred Forty-Tuo and One-Mais (1742-174) line One Thousand Seven Hundred Forty-Tuo and One-Mais (1742-174) point; thence flasterly in a line parallel with the lirat described line One Thousand Seven Hundred Forty-Two and One-Half (1742-1/2) feet to the highway first mentioned; thence Northerly at an included angle of 102 14 along the westerly side of the said highway Four Hundred (400) feet to the place of beginning, containing about Seventeen and One-Sixth (17-1/6) acres.

Excepting from the foregoing the land conveyed by the Trustees to Paul L. Pin et ux by deeds dated June 9, 1970, recorded in Book 1573, Page 455, and August 21, 1975, recorded in Book 1845, Page 152

PARCEL TWO - Beginning at an iron pin in the Southerly line of Parcel One hereinbefore described, which iron pln is Three Hundred Parcel one maranderore described, which iron pin is Three mindred NineLy-Five and 99/100 (395.99) feet Westerly from an iron pin in the Westerly line of North Main Street, at the Southeasterly corner of land formerly of one Mayowski, later of Pin, thence Westerly along land now or formerly of Mayowski, One Thousand Three Hundred along land now or formerly of Mayowski, One Thousand Three Hundred along land 80/100 /1346.50) feet mire on land to the Resterly Forty-Six and 50/100 (1346,50) feet, more or less, to the Besterly line of the River Road; thence Southerly along the Easterly line of and River Road; thence Southerly along the Easterly line of said River Road, Forty and 50/100 (40.50) feet; thence Easterly and parallel with the first described line, Two Hundred Seventy-One and Easterly 274 Easterly and Easterly and Easterly 274 Easterly 275 (274 Easterly 275 Easterly 50/100 (271.50) feet to a point; thence Southerly Four Hundred Four and 77/100 (404.77) feet to a point; thence Easterly One Thousand Fighty-Four (1084) feet to a point, said point being fifteen and one-half (15 1/2) feet Northerly from the center of an old chestnut. tree; thence Northerly in a straight line, Four Hundred Forty-Seven and 89/100 (447.89) feet, more or less, to the iron pin at the point of beginning.

Being the same premises conveyed to the grantor herein by deed of Pine-Essex Realty Trust, dated December 16, 1988, recorded Hampshire County Registry of Deeds, Book 3304, Page 324.

SUBJECT to a taking by the Town of South Hadley made May 2, 1978, recorded in Book 2019, Page 264, for an easement for the Connecticut River Interceptor Sewer as shown on the Easement Plan recorded in Plan Book 106, Pages 87 and 88.

₹ Radley, South Street, Main North 246 Address: roperty

BK3842PG0108

SUBJECT to the Order of Conditions of the South Hadley Conservation Commission dated July 26, 1991, and recorded in Hampshire County Registry of Deeds, Book 3789, Page 269.



In witness Breest the said LOOMIS HOUSING CORPORATION

has caused its corporate seal to be hereto affixed and these presents to be signed; acknowledged and delivered in its name and behalf by guesself a flat seal langer language day of December in the year one thousand nine hundred and ninety-one

Bigned and spaled in presence of

LOOMIS HOUSING CORPORATION

Hunden Jean K

13"

Extra Blak

Then personally appeared the above named Ganadale Glass, legislat and Lases Analysis Theorem and alsowindayed the foregoing instrument to be the free act and deed of the LOCATE HOUSEING CONFORMATION before one Peter C. Connox May commission expires Legal for 1971 Also Clock and C. minutes I.M. Rock on 1971 CHARLES TO Deeds, Book 38 12 255 107 Attent		
Then personally appeared the above named Junually Glass, lossides + and Junes Annewly Transver and acknowledged the foregoing instrument to be the free act and deed of the ICCMIS HOUSER COMPONITION before me Peter C. Connor Notice Position My commission expires Peace by 197/ Commission of Contract of Part of Contract of Part		
Then personally appeared the above named Junually Glass, lossides + and Junes Annewly Transver and acknowledged the foregoing instrument to be the free act and deed of the ICCMIS HOUSER COMPONITION before me Peter C. Connor Notice Position My commission expires Peace by 197/ Commission of Contract of Part of Contract of Part		
Then personally appeared the above named Juneablys Class, lossides + and Junes Manysey, Incompeted and acknowledged the foregoing instrument to be the free act and deed of the LOCHIS HOUSING CONFORMATION Defore me Peter C. Connor Resignably Season Many Posts Sea		BK3842PG0109
Then personally appeared the above manned Gunsolife Class, lessident and James Manney Transver and acknowledged the foregoing instrument to be the free act and deed of the LICHTS HOURING CORPORATION before me. Pater C. Connor New Posts My commission expires Procedure 17, 1977 My commission expires Procedure 17, 1977 Attent Attent Attent	The Common	wealth of Massachusetts
Acceptance of the foregoing instrument to be the free act and deed of the LOCHES HOUSING CORPORATION before me. Pater C. Connor Resignation Separation S		· · · · · · · · · · · · · · · · · · ·
and acknowledged the foregoing instrument to be the free act and deed of the LOCKIE HOUSING CORPORATION before me Peter C. Connor Mercy Peter My commission expires Procedure 17, 1971 My commission expires Procedure 17, 1971 Attention with Heimpehire Reg. of Deeds, Book 38 12 page 107 Attent	Then personally appeared the above named	Junashlya Glass, Nasiden+ and Sugas
Deter C. Connor Heary Fration Secondary Fration Secondary Fration Secondary Fration Secondary II, 1997 My commission expires Person II, 1997 My commission expires Person II, Rock entire expired with Hempshire Rep. of Deeds, Book. 38 1/2 Page 107 Attest		A A A A A A A A A A A A A A A A A A A
Peter C. Comor News Pattle Mean Pattle Management My commission expires Procedure 17, 1971 My commission expires Procedure 17, 1971 O'clock and Sand Management 18, Rockland And example with Hempshire Reg. of Deeds, Book. 3812 page 107 Attent	CONCRACTOR was sexual and the foregoing instrument to be	state free act and deed of the Internal internal
Peter C. Connor Regression Sanagement My commission expires Procedure 17, 1971 My commission expires Procedure 17, 1971 All Cannord With Hempshire Reg. of Deeds, Book. 381/2 page 107 Attest	before me	har l
My commission expires Procedure 17, 1997 Les 12 10 1 10 10 10 10 10 10 10 10 10 10 10 1	11	
Charles I Days Colock and the minutes G.M. Rock and Comming of the Rock and Co		Kell, 1 fillo
Camp'd with Hempshire Reg. of Deeds, Book 3842 page 107		Peter C. Connor Namy Falls
exam'd with Hempshire Reg. of Deeds, Book 3812 page 107		SHOOD CONTROL OF THE
exam'd with Hempshire Reg. of Deeds, Book 3892 page 107		SHECOBOBIC SHEET
exam'd with Hempshire Rep. of Deeds, Book 3812 June 107		MAGOROGOEX
exam'd with Hempshire Reg. of Deeds, Book 3812 page 107		SHOOD CONTROL OF THE
exam'd with Hempshire Reg. of Deeds, Book 3892 page 107		SHECOBOBIC SHEET
exam'd with Hempshire Reg. of Deeds, Book 3812 page 107		SHOOD CONTROL OF THE
Attest	Ole la 10 1/2 11	My commission expires Process for 17, 1991
		My commission expires Process for 17, 1977
		My commission expires Proced for 17, 1991 o'clock and 16 minutes 91M, Recit contracts and Book 38 12 page 107
		My commission expires Procedure 17, 1971 o'clock and 16 minutes 91M. Rocklood and 1872 page 107
		My commission expires Procedure 17, 1971 o'clock and 16 minutes 91M. Rocklood and 1872 page 107
		My commission expires Procedure 17, 1971 o'clock and 16 minutes 91M. Rocklood and 1872 page 107

ATTEST: HAMPSHIRE, Maurae L. DONOHUE
MARIANNE L. DONOHUE

Bk: 07690 Pg: 148

		-
		-
	BK3842PG0109	
	·	
. Die Am	nmenneulth of Massachusetts	_
44.	December 9, 109	1
Then personally appeared the above n	accord gunaching Glass, besident and Sugar	
and acknowledged the foregoing instrumen	t to be the free act and deed-of the LOCKIS HARRING	
CONTORNETION		
before me	the laws of	
	The Tours	
:	Peter C. Connor Heiry Fut	اء 10 ج
•	My commission expires Beant for 17, 1971	
•		
	•	٠
1		
12: 10: 1	") a	
(BU) 20 (BOAT)	Mo'clock and 16 min rea 9. M. Rock and from	
exam'd with Hampshire Reg.	of Deeds, Book 3842 Page / 107	
exam'd with Hampshire Reg.	of Deeds, Book 3812 Page 107	
exam'd with Hampshire Reg.	of Deeds, Book 3842 Page / 107	
txam'd with Hampshire Reg.	of Deeds, Book 3812 Page 107	
tram'd with Hampshire Res	of Deeds, Book 3812 Page 107	

ATTEST: HAMPSHIRE, MARIANNE L. DONOHUE

CIVIL AC COVER SI	NON POSSEVIA HEET	Documer 05 13	17	perior C County: Ham	Vallassachusetts purt Department pshire	
	is/Switzer Environ	ments for	DEFENDANT(8)	Loomis Commun	ities, Inc. †/k/ Loomis Communit	a/ ties
. Heall	n, Inc.	·			20011113	
ric Howard, Do	ubbress AND TELEPHONE omestico, Lane & Management Road, Framingham,	cNamara,LLP MA 01701 8-626-9000	Thomas			. •
MU CH DEI CYGIGGGIG INN	Dei: 040330	Origin code an	d track designa	tion		
_ (Before trial	! Complaint al to Sup.Ct. C.231,s.104		trial 5. F05 judg	District Court Appe (X) Reactivated after r ment/Order (Mass. Summary Process	R.Civ.P. 60) (X)	(After
	TYPE OF ACTION (sp Breach of Contr Mechanics' Lien a full, itemized and	ecify) TRACK act(F) detailed statem	IS THIS () Ye	s on which plain	ntiff relies to deter	
noney damages	. For this form, disre		r treble damag CLAIMS	ė claims; indica	te single damages	on y.
	nedical expenses to date:	(Attach additional		sary)	JUN 3	
 Total Doc Total chire Total phys Total other Total other Documented log Documented physical physical	tor expenses	tion to date	nses		5 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	
. Brief description	on of plaintiff's injury, incl	uding nature and	extent of injury (d	lescribe)	•	
					\$ TOTAL \$	
rovide a detailed d	lescription of claim(s):	CONTRA (Attach additional	ACT CLAIMS sheets as neces	sary)	·	
	ontract and Mechan	ics' Lien Und	der G.L. c. a	254	. 4:00-	
					1,997,1 plus in TOTAL \$.Attorn	nte re s
PLEASE IDENTIF COURT DEPARTM	Y, BY CASE NUMBER, I MENT	NAME AND COU	NTY, ANY RELAT	ED ACTION PEND	ING IN THE SUPERIO	OR
Dispute Resolution	that I have compiled wi on (SJC Rule 1:18) requ es and discuss with the	ilring that I provi om the advantag	de my clients w	ith information ab	out court-connected	
	ney of Record $\underline{\Sigma a}$	11 11				

SJS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the purpose of the Clerk of Court for the purpose of initiating the purpose of the Clerk of Court for the purpose of initiating the purpose of the Clerk of Court for the purpose of initiating the purpose of the Clerk of Court for the purpose of initiating the purpose of the Clerk of Court for the purpose of initiating the purpose of the Clerk of Court for the purpose of initiating the purpose of the Clerk of Court for the purpose of initiating the purpose of the Clerk of Court for the purpose of initiating the purpose of the Clerk of Court for the Cl

I. (a) PLAINTIFFS	TROUTIONS ON THE LET . E. C.			DEFENDANTS		
MORRIS/SWITZER ENV	IRONMENTS FOR HE	EALTH, INC.		LOOMIS COMMU	JNITIES, INC. F/K/A IS COMMUNITIES	LOOMIS VILLAGE
(b) County of Residence o	of First Listed Plaintiff WICEPT IN U.S. PLAINTIFF CASI	illiston, VT			First Listed Defendant (IN U.S. PLAINTIFF CASES OF CONDEMNATION CASES, US TVOLVED.	
(c) Attorney's (Firm Name.	Address, and Telephone Number)			Attorneys (If Known)		
John J. McNamara, Esquir Worcester Road, Framing	re, Domestico, Lane & N	McNamara, LLP, 10	61	Thomas J. Conte, Es	squire, Bowditch & Deorcester, MA 01615-01	wey, LLP, 311 Main St., 56, (508) 926-3415
II. BASIS OF JURISDI				ITIZENSHIP OF PI	RINCIPAL PARTIES	(Place an "X" in One Box for Plaintiff and One Box for Defendan)
U.S. Government Plaintiff	☐ 3 Federal Question (U.S. Government N	ļ		(For Diversity Cases Only) PT en of This State		PTF DEI rincipal Place
2 U.S. Government Defendant	■ 4 Diversity	of Dontine in Items (II)	Citiz	ten of Another State	2	
	(indicate Citizensnij	p of Parties in Item III)		ten or Subject of a Dreign Country	3	[] 6 [] 5
IV. NATURE OF SUIT	Γ (Place an "X" in One Box Only TOR		FOL	REITURE/PENALTY	BANKRUPTCY	OTHER STATUTI S
CONTRACT 110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excl. Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise REAL PROPERTY 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 7290 All Other Real Property	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel &	PERSONAL INJURY 362 Personal Injury - Med. Malpractice 365 Personal Injury - Product Liability Product Liability PERSONAL PROPER 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage Product Liability PRISONER PETITION 510 Motions to Vacate Sentence Habeas Corpus: 530 General 535 Death Penalty 540 Mandamus & Ott 550 Civil Rights 555 Prison Condition		610 Agriculture 620 Other Food & Drug 625 Drug Related Seizure of Property 21 USC 881 630 Liquor Laws 640 R.R. & Truck 650 Airline Regs. 660 Occupational Safety/Health 690 Other LABOR 710 Fair Labor Standards Act 720 Labor/Mgmt. Relations 730 Labor/Mgmt. Reporting & Disclosure Act 740 Railway Labor Act 790 Other Labor Litigation 791 Empl. Ret. Inc. Security Act	□ 422 Appeal 28 USC 158 □ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS □ 820 Copyrights □ 830 Patent □ 840 Trademark SOCIAL SECURITY □ 861 HIA (1395ff) □ 862 Black Lung (923) □ 863 DIWC/DIWW (405(g)) □ 864 SSID Title XVI □ 865 RSI (405(g)) FEDERAL TAX SUITS □ 870 Taxes (U.S. Plaintiff or Defendant) □ 871 IRS—Third Party 26 USC 7609	400 State Reapportion rent 410 Antibrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced and Corrupt Organizations 480 Consumer Credit 490 Cable/Sat TV 810 Selective Service 850 Securities/Commedities/Exchange 875 Customer Challen (e 12 USC 3410 890 Other Statutory Actions 891 Agricultural Acts 892 Economic Stabilization Act 893 Environmental Matters 894 Energy Allocation Act 900Appeal of Fee Determination Act 900Appeal of Fee Determination Under Equal Acce is to Justice 950 Constitutionality of State Statutes
1 Original 2	Removed from 3 State Court Cite the U.S. Civil St	Appellate Court	Re	einstated or LJ 3 anotheopened (spec	sferred from the district of t	istrict 7 Judge from Magistrare Judgmen Judgmen
VI. CAUSE OF ACTI	L 28 U.S.C. § 133	2 cause: Plaintiff asserts	claims		quantum meruit and mec	chanics lien against Defondant
VII. REQUESTED IN COMPLAINT:	CHECK IF THIS UNDER F.R.C.	S IS A CLASS ACTIO		DEMAND \$ 1,997,101.50	CHECK YES or JURY DEMAN	nly if demanded in complaint: ND: ☐ Yes Ø No
VIII. RELATED CAS	SE(S) (See instructions):	JUDGE			DOCKET NUMBER	
POR OFFICE USE ONLY		SIGNATURE OF A	TORNE	y of record		
RECEIPT#	AMOUNT	APPLYING IFP		JUDGE	MAG.	ллоge

306022

UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS

Title of	case (nam	e of first party on each nunities, Inc. f/k/a L	side only) IVI	ge Inc. and Loomi	is Commu	nities		
		n the case belongs base					cover sheet.	(See
	ule 40.1(a)(· · · · · · · · · · · · · · ·					
Г								
	l.	160, 410, 470, R.23, F	REGARDLESS	OF NATURE OF SUIT.				
	II.			550, 555, 625, 710, 72 60, 890, 892-894, 895,		*Also complete for patent, t		or AO 121 copyright case
<u> </u>	W.			230, 240, 245, 290, 31 360, 362, 365, 370, 37				
	IV.	220, 422, 423, 430, 4	460, 510, 530,	610, 620, 630, 640, 69	50, 660,			
_		690, 810, 861-865, 8						
	٧.	150, 152, 153.						
		, if any, of related case se indicate the title and				or related cas	e has been f	iled in
Has a	prior actio	n between the same pa	arties and bas	ed on the same claim	ever been fi	led in this co	urt?	
				_	YES	NO	V	10
	the compla C §2403)	int in this case question	n the constitu	tionality of an act of co	ongress affe	cting the pub	lic interest?	(See
20 03	C 92403)				v=0 [V	
if co	ie the IIS /	A. or an officer, agent o	r amnlovaa of	the U.S. a narty?	YES L	l NO	Ľ	
11 30,	15 (116 0.0.2	a. or all officer, agoin of	· cilipioyee or	(115 5.57 a part) (vec [NO	V	
					YES [NO		
Is this	case requ	ired to be heard and de	etermined by a	district court of three	Г		28 USC §228	14?
					YES	NO		
Do <u>all</u> Mass 40.1(d	achusetts (ties in this action, excl ("governmental agenci	luding governi es"), residing	mental agencies of the in Massachusetts res	e united stat side in the s	es and the Co ame division	mmonwealti ? - (See Loc	h of al Ru le
					YES	✓ NO		
	A.	lf yes, in which divi	ision do <u>all</u> of	the non-governmenta	l parties res	side?		passang
		Eastern Division		Central Division		Western	Division	'
	В.	If no, in which divis		jority of the plaintiffs setts reside?	or the only	parties, exclud	ding governi	mental
		Eastern Division		Central Division		Western	Division	
		of Removal - are there			urt requiring	the attention	of this Cou	rt? (If
yes,	submit a se	parate sileet identityiii	y the motions	,		¬ "		
SE TVO	E OR PRIN	T)			YES i	NO	<u> </u>	
	_ ~	=						
RNFY'S	NAME Th	iomas J. Conte, Es	quire					
RNFY'S	NAME The	omas J. Conte, Es & Dewey, LLP, 311	Main Stree	et, P.O. Box 15156	S. Worcest	ter, MA		